

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30					1. REQUISITION NUMBER		PAGE 1 OF 18					
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER FA8730-04-R-0003		6. SOLICITATION ISSUE DATE 23 APR 2004				
7. FOR SOLICITATION INFORMATION CALL:		a. NAME THOMAS A. KOVACS				b. TELEPHONE NUMBER (No collect calls) (781) 377-3734		8. OFFER DUE DATE/LOCAL TIME 21 MAY 2004/1200 L				
9. ISSUED BY ESC/GAK CODE FA8730 ESC/GAK, (AS AGENT FOR AIT AIR FORCE MATERIEL COMMAND, USAF 75 VANDENBERG DR, BLDG 1630 HANSCOM AFB, MA 01731-2103 THOMAS A. KOVACS (781) 377-3734 KOVACS@HANSCOM.AF.MIL					10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 334511 SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE <input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING DO-A7 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		12. DISCOUNT TERMS			
15. DELIVER TO CODE SEE SF1449 Continuation					16. ADMINISTERED BY CODE							
17a. CONTRACTOR/OFFEROR CODE FACILITY CODE FOREIGN MILITARY SALES (FMS) FMS CASE PL-D-QAC					18a. PAYMENT WILL BE MADE BY CODE							
TELEPHONE NO.					18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER												
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		See SF1449 Continuation (Attach Additional Sheets as Necessary)										
25. ACCOUNTING AND APPROPRIATION DATA							26. TOTAL AWARD AMOUNT (For Govt. Use Only)					
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.												
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.												
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					29. AWARD OF CONTRACT: REF. OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE CONTINUATION.							
30a. SIGNATURE OF OFFEROR/CONTRACTOR					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)							
30b. NAME AND TITLE OF SIGNER (Type or print)					30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)			31c. DATE SIGNED		
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED												
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					32c. DATE		32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE							32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE					
							32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE					
33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMT VERIFIED CORRECT FOR		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			37. CHECK NUMBER			
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL												
38. S/R ACCT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY								
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT							42a. RECEIVED BY (Print)					
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER					41c. DATE		42b. RECEIVED AT (Location)					
							42c. DATE REC'D (YY/MM/DD)			42d. TOTAL CONTAINERS		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0001	<p><i>Noun:</i> Fixed-Base Non-Directional Beacon (NDB) with Marker Beacon</p> <p><i>ACRN:</i> U</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> J - FIRM FIXED PRICE</p> <p><i>Inspection:</i> SOURCE</p> <p><i>Acceptance:</i> SOURCE</p> <p><i>FOB:</i> SOURCE</p> <p><i>Descriptive Data:</i></p> <p>A. The Contractor shall provide all equipment, components, and accessories for one (1) Fixed-Base Non-Directional Beacon (NDB) with Marker Beacon shall be in accordance with the Statement of Work (SOW), System Requirements Document (SRD), and Logistics Support Document (LSD) (attached).</p> <p>B. The Contractor shall provide two-years of spares and a one year standard commercial warranty. Warranty shall be extended to the Government of Poland.</p> <p>C. Two (2) sets of Operator and Maintenance Manuals (COTS Manuals) shall be provided in accordance with (IAW) the Statement of Work (SOW).</p> <p>D. The Contractor shall pack one (1) hardcopy of the Factory Acceptance Test or Contractor's equivalent Quality Assurance Certification with the equipment prior to shipment IAW the Contract Data Requirements List (CDRL) (attached).</p>	1 Each	_____

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0002	<p><i>Noun:</i> Fixed-Base Marker Beacon (MB)</p> <p><i>ACRN:</i> U</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> J - FIRM FIXED PRICE</p> <p><i>Inspection:</i> SOURCE</p> <p><i>Acceptance:</i> SOURCE</p> <p><i>FOB:</i> SOURCE</p> <p><i>Descriptive Data:</i></p> <p>A. The Contractor shall provide all equipment; components and accessories for four (4) Fixed-Base Marker Beacons (MB) IAW the SOW, System Requirements Document (SRD), and Logistics Support Document (LSD) (attached).</p> <p>B. The Contractor shall provide two-years of spares and a one year standard commercial warranty. Warranty shall be extended to the Government of Poland.</p> <p>C. Two (2) sets of Operator and Maintenance Manuals (COTS Manuals) shall be provided with each MB IAW the SOW.</p> <p>D. The Contractor shall pack one (1) hardcopy of the Factory Acceptance Test or Contractor's Quality Assurance Certification with each MB prior to shipment IAW the Contract Data Requirements List (CDRL) (attached).</p>	4 Each	
0003	<p><i>Noun:</i> Navigation Aids Equipment Shelter</p> <p><i>ACRN:</i> U</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> J - FIRM FIXED PRICE</p> <p><i>Inspection:</i> SOURCE</p> <p><i>Acceptance:</i> SOURCE</p> <p><i>FOB:</i> SOURCE</p> <p><i>Descriptive Data:</i></p> <p>A. The Contractor shall provide all necessary personnel, equipment, materials and services to produce and deliver the shelters IAW the SOW and SRD (attached) need for the NDB and MB equipment in CLIN 0001 and 0002.</p> <p>B. One shelter shall be used to house the fixed based NDB and MB in CLIN 0001. The remaining shelters will be used to house the four (4) fixed based MB of CLIN 002 and NDB equipment (SA 100 AC/DC Dual remote transmitter).</p> <p>C. The Contractor shall provide a one year standard commercial warranty. Warranty shall be extended to the Government of Poland.</p>	5 Each	

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0004	<i>Noun:</i> Site Survey for Fixed Based NDB/MB <i>ACRN:</i> U <i>NSN:</i> N - Not Applicable <i>Contract type:</i> J - FIRM FIXED PRICE <i>Inspection:</i> SOURCE <i>Acceptance:</i> SOURCE <i>FOB:</i> SOURCE <i>Descriptive Data:</i>	1 Each	
	<p>A. The Contractor shall provide all the necessary personnel, equipment and services (estimated 1 working day), including round trip transportation to Poland, to conduct a site survey for Non-Directional Beacon (NDB) and Marker Beacon (MB) at one airfield near Gdynia, Poland. The Contractor shall recommend optimum equipment siting and configurations and provide site preparation instruction intended to support non-precision approaches for the Polish Naval Forces.</p> <p>B. Requires collaboration with the US Government and Polish Naval Forces (PNF).</p> <p>C. Applicable standards include ICAO Annex 10. The contractor shall describe findings and provide recommendations and site preparation data in a site survey report due 15 days following completion of the site visit.</p> <p>D. The Contractor shall submit a report IAW the documents set forth in the Contract Data Requirements List (CDRL) (attached) to address any restrictions associated with airfield layout and air traffic operations discovered during the site survey.</p> <p>E. Planned date for the site survey is within sixty (60) days after contract (DAC).</p> <p>F. All documentation shall be in English.</p>		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0005	<i>Noun:</i> <i>ACRN:</i> <i>NSN:</i> <i>Contract type:</i> <i>Inspection:</i> <i>Acceptance:</i> <i>FOB:</i> <i>Descriptive Data:</i>	1 Lot Contractor Oversight for Installation/Checkout U N - Not Applicable J - FIRM FIXED PRICE SOURCE SOURCE SOURCE	_____ _____
	A. The Polish Armed Forces are responsible for the installation of the equipment provided in this contract. B. The Contractor shall provide technical assistance (oversight) during installation and checkout at each fixed NDB and MB site, including round trip transportation to Poland. The fix-base MB sites are Swidwin (1 MB), Malbork (1 MB) , and Minsk-Mazowiecki (2 MBs). The fix-base NDB/MB will be located at an airfield near Gdynia, Poland. For planning purposes contractor oversight for installation and checkout shall be for a total of 10 working days during a normal Monday through Friday workweek. C. The Contractor shall provide to ESC/GAF the names and personal information of all company technicians 30 days prior to going to Poland.		
0006	<i>Noun:</i> <i>ACRN:</i> <i>NSN:</i> <i>Contract type:</i> <i>Inspection:</i> <i>Acceptance:</i> <i>FOB:</i> <i>Descriptive Data:</i>	1 Lot Technical Assistance (Initial Commissioning Flight Certification) U N - Not Applicable J - FIRM FIXED PRICE SOURCE SOURCE SOURCE	_____ _____
	A. The Polish Armed Forces are responsible for making arrangments for the initial flight Certification of the equipment provided in this contract. B. The Contractor shall provide on-site technical assistance at each fixed NDB and MB site for the initial flight certification, including round trip transportation to Poland. The Contractor shall also make adjustments required for commissioning. For planning purposes, the Contractor should plan for a total of 10 working days during a normal Monday through Friday workweek. C. The Contractor shall provide to ESC/GAF the names and personal information of all company technicians 30 days prior to going to Poland.		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0007	<p><i>Noun:</i> Portable Non-Directional Beacon (NDB) with Marker Beacon</p> <p><i>ACRN:</i> U</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> J - FIRM FIXED PRICE</p> <p><i>Inspection:</i> SOURCE</p> <p><i>Acceptance:</i> SOURCE</p> <p><i>FOB:</i> SOURCE</p> <p><i>Descriptive Data:</i></p> <p>A. The Contractor shall provide all equipment, components, and accessories for four (4) Portable Non-Directional Beacon (NDB) with Marker Beacon IAW SOW, SRD, and Logistics Support Document (attached).</p> <p>B. The Contractor shall provide two-years of spares and a one year standard commercial warranty. Warranty shall be extended to the Government of Poland.</p> <p>C. Two (2) sets of Operator and Maintenance Manuals (COTS Manuals) shall be provided with each NDB/Marker Beacon in accordance with the Statement of Work (SOW).</p> <p>D. The Contractor shall pack one (1) hardcopy of the Factory Acceptance Test or Contractor's Quality Assurance Certification with the equipment prior to shipment IAW the Contract Data Requirements List (CDRL) (attached).</p>	4 Each	
0008	<p><i>Noun:</i> DATA</p> <p><i>ACRN:</i> U</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> J - FIRM FIXED PRICE</p> <p><i>Inspection:</i> SOURCE</p> <p><i>Acceptance:</i> SOURCE</p> <p><i>FOB:</i> SOURCE</p> <p><i>Descriptive Data:</i></p> <p>A. Contractor shall provide Data in support of CLINs 0001, 0002, 0004, 0007, 0010 (OPTION) and 0011 IAW the documents set forth in the Contract Data Requirements List (CDRL) (attached).</p> <p>B. All documentation shall be in English (except for CLIN 0010 (OPTION)).</p> <p>C. Price for Data is included in CLINs 0001, 0002, 0004, 0007, 0010 (OPTION) and 0011.</p>	1 Lot	

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0009		1 Lot	
	<i>Noun:</i> Extended Commercial Warranties		
	<i>ACRN:</i> U		
	<i>NSN:</i> N - Not Applicable		
	<i>Contract type:</i> J - FIRM FIXED PRICE		
	<i>Inspection:</i> SOURCE		
	<i>Acceptance:</i> SOURCE		
	<i>FOB:</i> SOURCE		
	<i>Descriptive Data:</i>		
	A. One (1) year warranty extension of initial commercial factory warranty after the standard one-year warranty has expired (total of two (2) years subsequent to installation) for all equipment delivered under this contract. The Contractor's standard commercial warranty as stated will apply to this warranty extension. Includes repair and replacement of any product whose non-compliance is discovered and made known to the Contractor in writing. The Contractor warrants and implies that the items delivered by way of this contract are merchantable and fit for use for the particular purpose for which they were designed. As a "Limitation of Liability" except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items. Nothing in this warranty extension shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects.		
	B. All documentation shall be in the English language.		
	C. Warranty shall be extended to the Government of Poland.		
0010		1 Lot	
	<i>Noun:</i> Operator/Maintenance Manuals in Polish (OPTION)		
	<i>ACRN:</i> U		
	<i>NSN:</i> N - Not Applicable		
	<i>Contract type:</i> J - FIRM FIXED PRICE		
	<i>Inspection:</i> SOURCE		
	<i>Acceptance:</i> SOURCE		
	<i>FOB:</i> SOURCE		
	<i>Descriptive Data:</i>		
	The contractor shall provide two (2) sets of Operator/Maintenance Manuals in Polish for each NDB/MB provided under CLIN 007, in accordance with the Statement of Work (SOW). These manuals shall be accurately translated for the safe and proper operation and maintenance of the portable NDB/MB.		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0011	<p><i>Noun:</i> Maintenance Training</p> <p><i>ACRN:</i> U</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> J - FIRM FIXED PRICE</p> <p><i>Inspection:</i> SOURCE</p> <p><i>Acceptance:</i> SOURCE</p> <p><i>FOB:</i> SOURCE</p> <p><i>Descriptive Data:</i></p> <p>A. The contractor shall provide one training session (for planning purposes 2 days) for a minimum of 3 Polish personnel (in English) for the localization of module failures and warranty exercise for the portable NDB/MB in Poland. It is expected that this training will be conducted by the same technicians used for contractor installation oversight or flight certification assistance.</p> <p>B. All documentation shall be in the English language.</p> <p>C. The Contractor shall provide to ESC/GAF the names and personal information of all company training personnel 30 days prior to going to Poland. The Contractor shall provide round trip transportation to Poland.</p> <p>D. This effort is expected to occur immediately after flight certification or installation oversight.</p>	1 Each	
0012	<p><i>Noun:</i> Post Award Conference</p> <p><i>ACRN:</i> U</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> J - FIRM FIXED PRICE</p> <p><i>Inspection:</i> SOURCE</p> <p><i>Acceptance:</i> SOURCE</p> <p><i>FOB:</i> SOURCE</p> <p><i>Descriptive Data:</i></p> <p>The contractor shall host a one (1) day Post Award Conference at the Contractor's facility. The agenda will be coordinated between the US Government and the Contractor.</p>	1 Each	

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0013		1 Each	
	<i>Noun:</i> In-Country Program Management Review		
	<i>ACRN:</i> U		
	<i>NSN:</i> N - Not Applicable		
	<i>Contract type:</i> J - FIRM FIXED PRICE		
	<i>Inspection:</i> SOURCE		
	<i>Acceptance:</i> SOURCE		
	<i>FOB:</i> SOURCE		
	<i>Descriptive Data:</i>		
	A. The contractor shall attend a one (1) two-day Program Management Review in Warsaw Poland. The agenda will be coordinated between the US Government and the Contractor.		
	B. US Government shall give the Contractor 30 days prior notice of the upcoming PMR in order to make travel arrangements. The Contractor shall provide round trip transportation to Poland,		
	C. The Contractor shall provide to ESC/GAF the names and personal information of all company technicians 30 days prior to going to Poland.		

ITEM	SUPPLIES SCHEDULE DATA	QTY	SHIP TO	MARK FOR	TRANS PRI	DATE
0001		1	U			12 MARO
	<i>Noun:</i> Fixed-Base Non-Directional Beacon (NDB) with Marker Beacon					
	<i>ACRN:</i> U					
	<i>Descriptive Data:</i>					
	a. Label Instructions: Each container shall be labeled with the following (FMS Case PL-D-QAC) information:					
	Ministry of National Defense Articles					
	Contract No. F19628-04-X-XXXX					
	FMS Case PL-D-QAC					
	LOA Case Item 003					
	Communication Electronic Equipment					
	b. Ship To Address:					
	Air Cargo Poland					
	ul. Wirazowa 35					
	02-158 Warsaw					
	Poland					
	Attn: Marcin Krzak					
	Tel. +48 (22) 606 88 90					
	c. Mark For Address:					
	Armed Forces Procurement Department					
	Ministry of Defense					
	Ul. Filtrowa 2/4					

00-911 Warsaw, Poland

Att. Mr. Janusz Goczynski

tel. +48 22 68 74 649

fax. +48 22 68 74 585

E-mail oozdysz@wp.mil.pl <<mailto:oozdysz@wp.mil.pl>>

d. The original invoice must be attached to the delivered goods and stated that the material is for the "Ministry of National Defense" and "Country of Origin: USA, manufactured in various countries".

e. Freight Forwarding Company: Menlo Logistics, Inc. POCs in the United States responsible for shipments are:

(1) Ms Geraldine R. Brennan
Logistics Manager
718 S. Fulton Ave.
Mount Vernon, NY 10550
Tele No. (914)665-3579
Fax No. (914)665-3639
e-mail: brennan.geraldine@menloworldwide.com

(2) Mr. Bilson Foster
Logistics Manager
718 S. Fulton Ave.
Mount Vernon, NY 10550
Tele No. (914)665-3579, ext 103
Fax No. (914)665-3639
e-mail: foster.bilson@menloworldwide.com

ITEM	SUPPLIES SCHEDULE DATA	QTY	SHIP TO	MARK FOR	TRANS PRI	DATE
0002		4	U			12 MARO
	<i>Noun:</i>					Fixed-Base Marker Beacon (MB)
	<i>ACRN:</i>		U			
	<i>Descriptive Data:</i>					
	Directions: Same as CLIN 0001.					
0003		5	U			12 MARO
	<i>Noun:</i>					Navigation Aids Equipment Shelter
	<i>ACRN:</i>		U			
	<i>Descriptive Data:</i>					
	Directions: Same as CLIN 0001.					

ITEM	SUPPLIES SCHEDULE DATA	QTY	SHIP TO	MARK FOR	TRANS PRI	DATE
0004		1	U		60	DARO
	<i>Noun:</i> Site Survey for Fixed Based NDB/MB <i>ACRN:</i> U <i>Descriptive Data:</i> Descriptive Data: Travel and work effort is on this CLIN. Deliverable end item is a Site Survey Report. For delivery requirements pertaining to a hard copy of the Site Survey Report, see CDRL					
0005		1	U		15	MARO
	<i>Noun:</i> Contractor Oversight for Installation/Checkout <i>ACRN:</i> U <i>Descriptive Data:</i>					
0006		1	U		15	MARO
	<i>Noun:</i> Technical Assistance (Initial Commissioning Flight Certification) <i>ACRN:</i> U <i>Descriptive Data:</i>					
0007		4	U		12	MARO
	<i>Noun:</i> Portable Non-Directional Beacon (NDB) with Marker Beacon <i>ACRN:</i> U <i>Descriptive Data:</i> Directions: Same as CLIN 0001.					
0008		1	U			ASREQ
	<i>Noun:</i> DATA <i>ACRN:</i> U <i>Descriptive Data:</i> See CDRLs for delivery information.					

ITEM	SUPPLIES SCHEDULE DATA	QTY	SHIP TO	MARK FOR	TRANS PRI	DATE
0009		1	U			20 MARO
	<i>Noun:</i>	Extended Commercial Warranties				
	<i>ACRN:</i>	U				
	<i>Descriptive Data:</i>					
0010		1	U			ASREQ
	<i>Noun:</i>	Operator/Maintenance Manuals in Polish				
		(OPTION)				
	<i>ACRN:</i>	U				
	<i>Descriptive Data:</i>	See CDRLs for delivery information.				
0011		1	U			16 MARO
	<i>Noun:</i>	Maintenance Training				
	<i>ACRN:</i>	U				
0012		1	U			30 DARO
	<i>Noun:</i>	Post Award Conference				
	<i>ACRN:</i>	U				
0013		1	U			12 MARO
	<i>Noun:</i>	In-Country Program Management Review				
	<i>ACRN:</i>	U				

1. FAR 52.212-04 ADDENDUM TO CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (Oct 2003)

52.212-4, Contract Terms and Conditions -- Commercial Items is hereby tailored as follows:

The Contractor shall prepare and submit a final DD Form 250, Material Inspection and Receiving Report, on a one-time basis, collectively accounting for all completed items called for under Exhibit A, which called for submission of data with a letter of transmittal. The DD Form 250 shall be submitted with the last item required to be delivered.

2. FAR 52.212-05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (Mar 2004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (Aug 1996)(31 U.S.C 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.203-06, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☒ (3) 52.219-04, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999). (If the offeror elects to waive the preference, it shall so indicate in its offer.)

☒ (7) 52.219-08, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637 (d)(2) and (3)).

☒ (8) (iii) 52.219-09, Small Business Subcontracting Plan (Jan 2002). Alternate II (Oct 2001) (15 U.S.C. 637 (d)(4)).

☒ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Jun 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

☒ (13) 52.222-03, Convict Labor (June 2003)(E.O. 11755).

☒ (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2004) (E.O. 13126).

☒ (15) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☒ (16) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).

☒ (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

☒ (18) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

☒ (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

☒ (24) 52.225-13, Restrictions on Certain Foreign Purchases (Oct 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☒ (27) 52.232-29, Terms For Financing Of Purchases Of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☒ (29) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

☒ (31) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (Oct 2000)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)

(vi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Apr 2003)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64,

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

3. DFARS 252.204-7000 DISCLOSURE OF INFORMATION (Dec 1991)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

(1) The Contracting Officer has given prior written approval; or

(2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

4. DFARS 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (Jan 2004)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ 52.203-03 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

☒ 252.205-7000 Provision of Information to Cooperative Agreement Holders (Dec 1991) (10 U.S.C. 2416).

☒ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts) (Apr 1996) (15 U.S.C. 637).

☒ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (Jun 1997) (15 U.S.C. 637 note).

☒ 252.225-7001 Buy American Act and Balance of Payments Program (Apr 2003) (41 U.S.C. 10a-10d, E.O. 10582).

☒ 252.225-7012 Preference for Certain Domestic Commodities (Feb 2003) (10 U.S.C. 2533a).

☒ 252.225-7014 Preference for Domestic Specialty Metals (Apr 2003) (10 U.S.C. 2533a).

☒ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (Apr 2003) (22 U.S.C. 2779).
Para (b)(1), Sales to the Government(s) of \$0.00

☒ 252.226-7001 Utilization Of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Oct 2003) (Section 8021 of Pub. L. 107-248).

☒ 252.227-7015 Technical Data--Commercial Items (Nov 1995) (10 U.S.C. 2320).

☒ 252.227-7037 Validation of Restrictive Markings on Technical Data (Sep 1999) (10 U.S.C. 2321).

☒ 252.243-7002 Requests for Equitable Adjustment (Mar 1998) (10 U.S.C. 2410).

☒ 252.247-7023 Transportation of Supplies by Sea (May 2002) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

5. ESC-I001 INCORPORATION OF SMALL AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN (Mar 2004)

The contractor's Small and Small Disadvantaged Business Subcontracting Plan, dated _____, Attachment 9 to this contract, is a material part of this contract and is incorporated herein by reference.

6. ESC-I002 5352.215-9008 ENABLING CLAUSE BETWEEN PRIME CONTRACTORS AND SERVICE CONTRACTORS (AFMC) (JUL 1997) (TAILORED) (Mar 2004)

(a) The Air Force has entered into contracts with

Titan Corporation
c/o William Flanagan
VP, Information Systems Group, (976) 671-1108
e-mail: b.flanagan@titan.com
700 Technology Park Drive
Billerica, MA 01821

MITRE Corporation
c/o Dr. Louis S. Metzger
V.P. Center for AF C2 Systems, (781) 377-5920
e-mail: lmetzger@MITRE.org.
M/S 1606 K
202 Burlington Rd.
Bedford, MA 01730

for services to provide technical, evaluation, and acquisition management support.

(d) Service tasks involved the application of a broad range of education, skills, knowledge, and experience in many disciplines in support of weapon system acquisition tasks. Tasks involve:

1. Evaluate from a technical and financial standpoint whether system concept and performance can be expected to be achieved on schedule and within cost.
2. Assure that the impact of new data, new developments, and modified requirements is properly assessed and exploited.

(e) In the performance of this contract, the Contractor agrees to cooperate with contractors listed under paragraph (a) above by: responding to invitations from authorized personnel to attend meetings; providing access to technical information and research, development and planning data, test data and results, schedule and milestone data, financial data including the Contractor's cost/schedule management system/records and accounting system, all in original form or reproduced; discussing technical matters related to the program; providing access to Contractor facilities utilized in the performance of this contract; and allowing observation of technical activities by appropriate support Contractor technical personnel.

(f) The Contractor further agrees to include in each subcontract over \$1 million or 10 percent of prime contract value, whichever is less, a clause requiring compliance by a subcontractor and succeeding levels of subcontractors with the response and access provisions of paragraph (c) above, subject to coordination with the Contractor. This agreement does not relieve the Contractor of responsibility to manage subcontracts effectively and efficiently, nor is it intended to establish privity of contracts between the Government or the service Contractor(s) and such subcontractors.

(g) Service Contractor personnel are not authorized to direct a Contractor in any manner.

(h) Service contracts contain an organizational conflict of interest clause that requires the service Contractors to protect the data and prohibits the service Contractors from using the data for any purpose other than that for which the data was presented.

(i) Neither the Contractor nor their subcontractors shall be required in the satisfaction of the requirements of this clause to perform any effort or supply any documentation not otherwise required by their contract or subcontract.

DOCUMENT	PGS	DATE	TITLE
EXHIBIT A	9	14 APR 2004	NDB & MKR CONTRACT DATA REQUIREMENTS LIST (CDRL), DD FORM 1423
ATTACHMENT 1	3	14 APR 2004	STATEMENT OF OBJECTIVE (SOO) FOR NON-DIRECTIONAL BEACONS AND MARKER BEACONS
ATTACHMENT 2	7	14 APR 2004	STATEMENT OF WORK (SOW) FOR NON-DIRECTIONAL BEACONS AND MARKER BEACONS
ATTACHMENT 3	5	14 APR 2004	SYSTEMS REQUIREMENTS DOCUMENT FOR NON-DIRECTIONAL BEACONS, MARKER BEACONS, AND NAVIGATION AID SHELTERS FOR POLAND
ATTACHMENT 4	1	14 APR 2004	NON-DIRECTIONAL BEACON (NDB) AND MARKER BEACON (MB) LOGISTICS SUPPORT CONCEPT
ATTACHMENT 5	3	14 APR 2004	INSTRUCTIONS FOR PROPOSAL PREPARATION (IFPP). (THIS ATTACHMENT 5 IS PART OF THE SOLICITATION, BUT IT WILL NEVER BE PART OF THE CONTRACT THAT IS AWARDED)
ATTACHMENT 6	2	14 APR 2004	EVALUATION FACTORS FOR AWARD. (THIS ATTACHMENT 6 IS PART OF THE SOLICITATION, BUT IT WILL NEVER BE PART OF THE CONTRACT THAT IS AWARDED)
ATTACHMENT 7	1	14 APR 2004	WARRANTY
ATTACHMENT 8	1	14 APR 2004	SPARE PARTS/MODULES LIST, SITE OPERATIONAL CONSUMABLE SPARES LIST, SITE LEVEL SPECIAL TOOLS, AND TEST EQUIPMENT LIST
ATTACHMENT 9	1	14 APR 2004	SMALL BUSINESS SUBCONTRACTING PLAN
ATTACHMENT 10	1	19 APR 2004	PAYMENT PLAN

Exhibit A

Contractor Data Requirements List (CDRL)

POLAND FMS Case PL-D-QAC

Non-Directional Beacons (NDB) and Marker Beacons (MB)

CLINs: 0008

(In support of CLINs 0001, 0002, 0004, 0007, and 0010)

14 April 2004

Prepared by:

**Global Air Traffic Operations/Mobility Command & Control (GATO/MC2)
Systems Program Office – Electronic Systems Center ESC / GAF
75 Vandenberg Drive – Bldg 1630
Hanscom AFB, MA 01730-2103**

Poland FMS Case PL-D-QAC - NDBs and MBs

- CDRL TABLE OF CONTENTS

	<u>Page</u>
Cover	1
Table of Contents & Data Item List	2
CDRL General Instructions (DD Form 1423)	3 - 4
Office Symbols / Address List	5
DD Form 1423s	6 -9

<u>Item no.</u>	<u>Data Item Title</u>	<u>SOW Paragraph:</u>
A001	DI-MISC-81183/T Integrated Master Schedule (IMS) Monthly Management Report	SOW: 10.0
A002	DI-NDTI-80809B/T Test/Inspection Report --Factory Acceptance Test Report (FAT)	SOW: 7.0
A003	DI-TMSS-80527/T Commercial Off-the-Shelf (COTS) Manuals and Associated Supplemental Data	SOW: 3.0
A004	DI-MISC-81381/T Site Survey Report	SOW: 6.0

Poland FMS Case PL-D-QAC- NDBs and MBs

-- GENERAL INSTRUCTIONS for DD Form 1423

1. Contents and Delivery Media

The attached Contract Data Requirements List (CDRL) contains a complete list of data deliverables for its related Contract Line Item Numbers (CLINs). IAW with the Reduction of Paper Act, the electronic delivery of data is required whenever possible. ESC/GAF will accept data in current Microsoft Office™ applications; e.g., access to Contractor's world wide web (www) site, electronic mail, disk, etc. A paper hard copy of each CDRL item will be delivered to ESC/GAF and an e-mail notification made to the Distribution List.

At a minimum, all documentation will be in the English language; see data item for manuals.

2. Applicable Documents

DoD 5010.12-L, DoD Acquisition Management Systems and Data Requirements Control List (AMSDL), dated 1 April 2001.

3. Standard Data Item Description (DID)

Block 4 contains the Data Item Description (DID) number to be followed in developing the required data. All reference numbers appearing in block 4 correspond to DIDs listed in the AMSDL and are described on DD Form 1664, Data Item Description. Block 10 of DD Form 1664, together with any tailoring cited in the CDRL, contains instructions for preparation of data delivered under this contract.

4. Tailored Data Item Descriptions

Because of program-peculiar data requirements, certain DIDs called out in the CDRL have been tailored from the standard format specified on DD Form 1664. In such cases, "/T" (tailored) has been suffixed to the DID number appearing in block 4 of the CDRL format; for example, DI-MISC-80508/T. The specific tailoring is detailed in block 16, or, if lengthy, by back-up pages as an attachment to the CDRL Exhibit.

5. Submittal Dates

Blocks 12 and 13 specify the required date of arrival of the data at the addressees listed in block 14.

6. Approval Codes

An "A" in block 8 requires that the Government approve/disapprove data submittals in writing not later than 45 days after receipt of the data unless otherwise specified in block 16 of the individual data item. It has been determined for purposes of this contract that an "A" in block 8 may indicate approval/disapproval of format or content or both. The absence of a code in block 8 in no way precludes the Government from exercising approval/disapproval authority for any data submission.

continued next page

Poland FMS Case PL-D-QAC- NDBs and MBs

-- GENERAL INSTRUCTIONS for DD Form 1423 (con't)

7. Distribution Statement

The code in block 9 indicates which distribution statement is required on all technical data to denote the extent of secondary distribution. For this contract and using DoD Directive 5230.24, unless stated otherwise in Block 16 of the individual DD Form 1423 the following distribution statement applies:

"Distribution Statement C -US Govt and authorized contractors
(reason e: -Specific Authority for foreign military sale) applies, as of 31 July 2002.
Controlling Office is ESC/GAF."

8. DD Form 250 Submission

The following is for Poland FMS Case PL-D-QAC contract data deliverables only. No individual data items on the Poland FMS Case PL-D-QAC contract indicate the necessity of a DD Form 250 in Block 7. Also, the data CLINs on this contract are not separately priced (NSP). However, agreement between the Contractor and the PCO may choose to close out individual CLINs/SubCLINs by using a DD 250 form. If so, it would not be to finalize data items, but to close the CDRL Exhibit by closing CLINs/SubCLINs.

9. Correspondence

All correspondence, including electronic communications, and all DD Form 250s relating to the CDRL items shall be clearly identified with the contract number, Data Item Description (DID) number, title of the DID, CDRL sequence number(s), list showing the office symbols and the number of copies distributed; the document number and version notation, periods covered, and any other pertinent references/information.

Send ESC data packages to:

**ESC/GAF (DMO) - NDBs and MBs
ATTN: Poland FMS PL-D-QAC Program
75 Vandenberg Drive, - Bldg 1630,
Hanscom AFB, MA 01731-2103**

10. Duplication

The Contractor will take care not to unnecessarily duplicate data previously procured by the Government, except to provide required copies to newly established recipients under the contract. Instances of apparent unnecessary duplication should be identified to the Data Management Officer (DMO). The Contractor is encouraged to recommend deletions, additions, substitutions, consolidations, and use of existing contractor or subcontractor formats of data when such actions will aid the procuring agency in obtaining minimum essential data, in a timely and cost effective manner.

11. Questions regarding the data deliverables or DD Forms 1423 may be directed to the Data Manager, telephone 781-377-6086 or DSN 478-6086. For technical issues, contact Mr. Guy Larrimer 781-377-6086 or Dr. Russ Benel 781-377-1069. Or, write to ESC/GAF (DMO – Poland FMS Case PL-D-QAC), 75 Vandenberg Drive - Bldg 1630, Hanscom AFB, MA 01731-2103.

Poland FMS Case PL-D-QAC - NDBs and MBs

– OFFICE SYMBOL / ADDRESS LIST

ELECTRONIC SYSTEMS CENTER (ESC) GATO/MC2

ESC/GAF, ESC/GAK, and/or ESC/GAX
ATTN: PL-D-QAC FMS Program- NDBs and MBs
75 Vandenberg Drive - Bldg 1630
Hanscom AFB MA 01731-2103.

email: first.last@hanscom.af.mil

781-377-#### dsn: 478-####

DCMA: TBD

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reducing Project, (0704-0188), Washington, D.C., 20503. Please DO NOT RETURN your form to either of these addresses, send completed form to the Government-Issuing Contracting Officer for the Contract/PR No. listed in Block E.							
A. CONTRACT LINE ITEM NO. 0008		B. EXHIBIT A		C. CATEGORY TDP _____ TM _____ OTHER X			
D. SYSTEM / ITEM Poland FMS Case PL-D-QAC- NDBs and MBs		E. CONTRACT / PR NO. TBD		F. CONTRACTOR TBD			
1. DATA ITEM NO. A001		2. TITLE OF DATA ITEM Integrated Master Schedule (IMS)			3. SUBTITLE Monthly Mgmt Report		
4. AUTHORITY (Data Item Description No.) DI-MISC-81183A/T			5. CONTRACT REFERENCE SOW: 10.0		6. REQUIRING OFFICE ESC/GAF		
7. DD 250 REQ N/A	9. DIST STATEMENT REQUIRED C	10. FREQUENCY Monthly	12. DATE OF FIRST SUBMISSION See Block 16		14. DISTRIBUTION		
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION See Block 16		a. ADDRESSEE	b. COPIES	
						DRAFT	FINAL
						Reg	Repro
16. REMARKS Block: (4) DD Form 1664, Block 10, is tailored as follows: - Contractor format acceptable; - Delete paras: 10.2, and 10.5. - Add: "Program schedules will be based on Contractor's internal schedule documentation." - One paper copy and electronic delivery required; Microsoft Office compatible. if web media is selected, access to be determined by GAF if email media is selected, addresses to be provided following contract award. - The Contractor shall portray: a) the phases, major milestones, planning and status for production, FAT, transportation and shipment for all items, contractor country visits, contractor setup, checkout and statement of readiness, and other key program activities, necessary to accomplish program objectives. Licensing and export permit activities, and activities of the PL Govt (site preparation activities, etc.) will be included by the Contractor in the IMS to the extent the Contractor is informed of the status of said effort. b) the significant program progress made by the Contractor between reporting dates to enable adequate visibility and timely execution of the program. c) a firm baseline for each task and a real time forecast line indicating current schedule information; (9) See CDRL General Instructions, paragraph 7 (11) As of end of Contractor's accounting month. (12) Initial submittal: 30 DAC award. (13) Subsequent Subs: 15 calendar DA each accounting month.					ESC/GAF	0	2
					ESC/GAK	0	1
					DCMA	0	1
					15. TOTAL =>		
G. PREPARED BY GUY D. LARRIMER		H. DATE 14 Apr 04		I. APPROVED BY JAMISON MURRAY, GS13		J. DATE 14 Apr 04	

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188		
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reducing Project, (0704-0188), Washington, D.C., 20503. Please DO NOT RETURN your form to either of these addresses, send completed form to the Government-Issuing Contracting Officer for the Contract/PR No. listed in Block E.								
A. CONTRACT LINE ITEM NO. 0001, 0002, & 0007		B. EXHIBIT A		C. CATEGORY TDP _____ TM _____ OTHER X				
D. SYSTEM / ITEM Poland FMS Case PL-D-QAC- NDBs and MBs		E. CONTRACT / PR NO. TBD		F. CONTRACTOR TBD				
1. DATA ITEM NO. A002		2. TITLE OF DATA ITEM Test / Inspection Report:		3. SUBTITLE Factory Acceptance Test (FAT)				
4. AUTHORITY (Data Item Description No.) DI-NDTI-80809B/T			5. CONTRACT REFERENCE SOW: 7.0		6. REQUIRING OFFICE ESC/GAF			
7. DD 250 REQ N/A	9. DIST STATEMENT REQUIRED C	10. FREQUENCY One Time	12. DATE OF FIRST SUBMISSION See Block 16		14. DISTRIBUTION			
8. APP CODE A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION As Required		a. ADDRESSEE	b. COPIES		
						DRAFT	FINAL	
							Reg	Repro
16. REMARKS Block: (4) DD Form 1664, Block 10, is tailored as follows: - Contractor format acceptable; - One paper copy and electronic delivery required; Microsoft Office compatible. Contractor to suggest electronic media: e.g., if web media is selected, access to be determined by GAF if Email media is selected, addresses to be provided following contract award. (9) See CDRL General Instructions, paragraph 7 (12) Final submittal: Due 15 DA successful completion of test. (14) One hard copy with each item upon shipment from factory.					ESC/GAF	1	1	
					ESC/GAK	1	1	
					DCMA	1	1	
					TBD		1	
					See Block 16			
					With shipment:	1	1	
					(1 paper w/each)			
					15. TOTAL =>			
G. PREPARED BY GUY D. LARRIMER		H. DATE 14 Apr 04		I. APPROVED BY JAMISON MURRAY, GS13		J. DATE 14 Apr 04		

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)					Form Approved OMB No. 0704-0188				
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reducing Project, (0704-0188), Washington, D.C., 20503. Please DO NOT RETURN your form to either of these addresses, send completed form to the Government-Issuing Contracting Officer for the Contract/PR No. listed in Block E.									
A. CONTRACT LINE ITEM NO. 0001, 0002, 0007, & 0010		B. EXHIBIT A		C. CATEGORY TDP _____ TM X OTHER _____					
D. SYSTEM / ITEM Poland FMS Case PL-D-QAC- NDBs and MBs		E. CONTRACT / PR NO. TBD		F. CONTRACTOR TBD					
1. DATA ITEM NO. A003		2. TITLE OF DATA ITEM Commercial Off-The Shelf (COTS) Manual(s) and Associated Supplemental Data			3. SUBTITLE				
4. AUTHORITY (Data Item Description No.) DI-TMSS-80527/T			5. CONTRACT REFERENCE SOW: 9.0		6. REQUIRING OFFICE ESC/GAF				
7. DD 250 REQ N/A		9. DIST STATEMENT REQUIRED C		10. FREQUENCY One/R		12. DATE OF FIRST SUBMISSION See Block 16			
8. APP CODE		11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION See Block 16		14. DISTRIBUTION			
						a. ADDRESSEE b. COPIES DRAFT Reg Repro FINAL			
16. REMARKS Block: (4) DD Form 1664, Block 10, is tailored as follows: - Contractor format acceptable; - Add to Para 10.2: "The technical (equipment, operation, maintenance, installation) manual(s) shall be suitable to operate and perform all on-site maintenance, to include preventive maintenance. The manual(s) shall include instructions on operation and maintenance, spare parts information, and details including a standard commercial Illustrated Parts Breakdown (IPB). The manual(s) shall be of a type and technical quality that are normally supplied to a customer who intends to do organization level repair and preventive maintenance. The manual shall include instructions detailing how the customer can exercise the warranty for the system, to include telephone numbers and return forms. -(Option) If the option is exercised, the manuals for the portable NDBs/MBs shall be on paper in English and Polish, and CD-ROMs in Polish and English. Two (2) paper sets of manuals and one (1) CD-ROM in English and Polish shall be distributed with each NDB/MB. One (1) CD-ROM in English only shall be distributed to ESC/GAF. (9) See CDRL General Instructions, paragraph 7 (12,14) Distribution details: with shipment: 2 paper English; 1 CD-ROM English to ESC/GAF: no paper req'd; 1 CD-ROM English (13) As required.				ESC/GAF		0		1	
				ESC/GAK		0		*	
				DCMA		0		*	
				TBD				1	
				* = Ltr only					
				See Block 16.					
				Shipped with each		0		2	
				NDB/MB & MB					
				15. TOTAL =>					
G. PREPARED BY GUY D. LARRIMER		H. DATE 14 Apr 04		I. APPROVED BY JAMISON MURRAY, GS13		J. DATE 14 Apr 04			

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)					Form Approved OMB No. 0704-0188				
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reducing Project, (0704-0188), Washington, D.C., 20503. Please DO NOT RETURN your form to either of these addresses, send completed form to the Government-Issuing Contracting Officer for the Contract/PR No. listed in Block E.									
A. CONTRACT LINE ITEM NO. 0004		B. EXHIBIT A		C. CATEGORY TDP _____ TM _____ OTHER X					
D. SYSTEM / ITEM PL-D-QAC Non-Directional Beacon Site Survey		E. CONTRACT / PR NO. TBD			F. CONTRACTOR TBD				
1. DATA ITEM NO. A004		2. TITLE OF DATA ITEM Site Survey Report (SSR)			3. SUBTITLE				
4. AUTHORITY (Data Item Description No.) DI-MISC-81381/T			5. CONTRACT REFERENCE SOW Para 6.0		6. REQUIRING OFFICE ESC/GAF				
7. DD 250 REQ N/A	9. DIST STATEMENT REQUIRED C	10. FREQUENCY One Time	12. DATE OF FIRST SUBMISSION See Block 16		14. DISTRIBUTION				
8. APP CODE A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION As Required		a. ADDRESSEE		b. COPIES		
					DRAFT		FINAL Reg Repro		
16. REMARKS Block: (4) DD Form 1664, Block 10, is tailored as follows: : - Contractor format acceptable. - The SSR shall be in English. - DI-MISC-81381/T Site Survey Report (SSR) is for guidance only. - Paper copy optional. - Electronic delivery required; Microsoft Office compatible or as mutually. Agreed upon among SSR participants. Contractor to suggest electronic media: e.g., if web media is selected, access to be determined by ESC/GAF; if Email media is selected, addresses to be provided following contract award. (9) See CDRL General Instructions, paragraph 4 (12) Draft due NLT 15 days after completion of Site Survey . ESC will provide comments within 30 days of draft receipt. Final is due 30 days after receipt of USG comments.					ESC/GAF		2	2	
					ESC/GAK		1	1	
					DCMA		1	1	
					15. TOTAL ⇒				
G. PREPARED BY GUY D. LARRIMER		H. DATE 14 Apr 04		I. APPROVED BY JAMISON MURRAY, GS13		J. DATE 14 Apr 04			

Attachment 1

Statement of Objectives

Navigational Aids (Non-Directional Beacons (NDB) with Marker Beacons (MB))

Poland FMS Case PL-D-QAC

14 April 2004

1.0 Objective

The US Government (USG) objective is to provide the equipment and services described herein to Poland NLT 16 months following receipt of order with equipment installation beginning in June 05. The equipment capabilities are defined in the references in paragraph 3.0. Coordination between the Contractor, USG and Polish Government is essential in accomplishing this objective.

2.0 Scope

This effort is to produce, test, and deliver to the Polish Armed Forces ground based navigational aids to include: one (1) fixed-base Non-Directional Beacon (NDB) with marker beacon (MB), four portable NDBs with MBs, four (4) fixed-base MBs for installation with legacy equipment, five (5) shelters to house the fixed-base NDBs and MBs. All equipment shall include electronics, shelter, antenna and all necessary cabling and interconnects. Two-year warranty on all equipment shall be provided. Site-consumable spares and organization-level spares, spare modules/LRUs, and any necessary test equipment shall be provided. Operator and Maintenance manuals shall be provided with the system. A Site Survey at the Naval Airbase near Gdynia, PL, in support of the fixed-base NDB with MB system installation. Contractor technical assistance for the initial installation/checkout and flight certification shall be provided. Best commercial practices are to be used during production and testing. The Contractor shall conduct factory acceptance tests prior to shipment.

3.0 REFERENCES

- ICAO Annex 10
- System Requirements Document for Poland Foreign Military Sales (FMS) Case PL-D-QAC,
- STANAG 3374 (Ed 4), 24 Sep 96

4.0 SYSTEM DESCRIPTION: Refer to attached SRDs.

5.0 LOGISTICS SUPPORT

The objective of logistics support is to provide, in conjunction with inherent qualities of the equipment design, a very high availability rate.

The Polish Armed Forces will implement two levels of maintenance support for the NDBs, and MBs and: (1) organization, and (2) factory/depot

Two years of equipment warranties and site/operational spares and selective spare module/LRU parts block shall support the initial deployment of these systems.

Special tools and test equipment shall be kept to a minimum.

6.0 SITE SURVEY

The Contractor shall conduct a detailed Site Survey at the Polish Naval Airbase near Gdynia to determine any site restrictions and constraints; identify optimum location for the fixed-base NDB with MB and all site preparation activities that are to be performed by the Polish Navy (including power, communications, hard surface pads, etc).

7.0 Quality Assurance

All equipment, including spare parts and spare modules, shall be tested at the Contractor's factory, or designated facility, using Contractor Factory Acceptance Test (FAT) procedures. The Contractor shall use best commercial practices, on all prime mission equipment, components and spare modules before test and shipment. The local Defense Contract Management Command (DCMC) office shall be allowed to observe testing, and shall be notified of the time and place of FAT at least 14 days prior to testing. The Contractor shall make internal test data, related to all equipment available to the USG for inspection at the Contractor's facility.

8.0 TECHNICAL ASSISTANCE

The Contractor shall provide oversight for installation and checkout for the fixed-based NDB with MB and the fixed-based MB. The Contractor shall provide technical assistance to support initial Commissioning Flight Inspection of the one (1) fixed-base NDB with MB and the four (4) fixed-base MB.

9.1 MANUALS. The Contractor shall deliver two (2) sets of operator and maintenance manuals with the equipment. These manuals shall be of a type and technical quality normally supplied to a customer who intends to do field-level component repair. As an option, the portable NDBs with MBs Operator and Maintenance manuals may be translated into Polish and delivered with the English language version.

11.0 SCHEDULES

The Contractor shall develop and maintain program schedule(s) to include but not limited to: describing planning and status for production, testing, shipment, Polish site preparation activities, Contractor country visits, installation, checkout, and other critical program activities.

12.0 MEETINGS

12.1 One (1) Post-Award Conference at the Contractor's facility and one (1) in-country Program Management Review (PMR) shall be held during this effort. The US Government and the Contractor will jointly develop agendas for both meetings.

13.0 SHIPMENT

The Contractor shall package and mark the equipment in preparation for shipment by sea. The Contractor shall coordinate with the designated Polish freight forwarder to pick up the equipment at source. The Contractor shall comply with any and all shipment and export procedures and licensing restrictions of the US Government.

Attachment 2

Statement of Work

Navigational Aids; Non-Directional Beacons (NDB) and Marker Beacons (MB)

Poland FMS Case PL-D-QAC

14 April 2004

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1.0 OBJECTIVE

The US Government (USG) objective is to provide the equipment and services described herein to Poland NLT 16 months following receipt of order with equipment installation beginning in June 05. The equipment capabilities are defined in the references in paragraph 2.0. Coordination between the Contractor, USG and Polish Government is essential in accomplishing this objective.

2.0 REFERENCES

- ICAO Annex 10
- System Requirements Document for Poland Foreign Military Sales (FMS) Case PL-D-QAC,
- STANAG 3374 (Ed 4), 24 Sep 96

3.0 SCOPE

This effort is to produce, test, and deliver to the Polish Armed Forces ground based navigational aids to include: one (1) fixed-base Non-Directional Beacon (NDB) with marker beacon (MB), four portable NDBs with MBs, four (4) fixed-base MBs for installation with legacy equipment, five (5) shelters to house the fixed-base NDBs and MBs. All equipment shall include electronics, shelter, antenna and all necessary cabling and interconnects. A two-year warranty shall be provided. Site-consumable spares and organization-level spares, spare modules/LRUs, and any necessary test equipment shall be provided. Operator and Maintenance manuals shall be provided with the equipment. The Contractor shall perform a Site Survey at the Naval Airbase near Gdynia, PL, in support of the fixed NDB with MB system installation. The Contractor shall provide technical assistance (oversight) for the fixed-base NDB/MA and MB installation, checkout and initial flight certification. The Contractor shall use best commercial practices during production and test. The Contractor shall conduct factory acceptance test prior to shipment. This effort includes travel to Poland. The Contractor shall request country clearance through the USAF Program Manager at least 30 days prior to the start date of each trip to Poland. The fixed-base Marker Beacons will be installed at Minsk-Mazowiecki (2 MBs), Malbork (1 MB) and Swidwin (1 MB); and the fixed-base NDB/MB will be installed at the Polish Naval Airbase near Gdynia. The applicable sections of the references in paragraph 2 will be used for the initial flight certification of the fixed NDB and MBs.

4.0 SYSTEM DESCRIPTION:

The Contractor shall provide one (1) fixed-base NDB with MB; five (5) shelters, four (4) fixed-base MB and four (4) portable NDB with MB. All equipment shall comply with the System Requirements Documents (SRD) for Poland Foreign Military Sales (FMS) Case PL-D-QAC.

5.0 LOGISTICS SUPPORT

The objective of logistics support is to provide, in conjunction with inherent qualities of the equipment design, a very high availability rate.

5.1 LOGISTICS SUPPORT CONCEPT

The Polish Armed Forces will implement two levels of maintenance support for the NDBs, and MBs and: (1) organization, and (2) factory/depot

Organization-level maintenance will be performed, IAW applicable technical manuals, in Poland. Polish Armed Forces personnel will perform limited organizational maintenance (i.e. minor repairs), or replace consumable items, failed modules and Line Replaceable Units (LRUs). Factory/depot-level maintenance support will provide for the repair/replacement of modules or LRUs. Failed modules or LRUs will be returned

to a Contractor-designated facility for repair or replacement, as appropriate (such location being termed the depot).

Organization-level maintenance and operator equipment familiarization training will be provided to Polish Armed Forces personnel will be coordinated by ESC/GAF with the Air Force Security Assistance Training Command (AFSAT). A short maintenance training class will be provided to the Polish Land Forces (PLF) on the portable NDB/MB.

Contractor shall provide information relative to warranty, warranty repair procedures, and procedures for obtaining repair and replacement of failed items that are outside the scope of the warranty.

5.2. SITE / OPERATIONAL CONSUMABLE SPARES

The Contractor shall provide a quantity of site operating spares with the equipment sufficient to support/sustain on-site maintenance operations without replenishment for two years, under normal operating conditions. These spare parts are operational type (consumable) parts. For the fixed-base NDBs with MBs, operational type (consumable) parts items shall be stored in an unobtrusive location inside the equipment shelter.

5.3. SPARE MODULES / SPARE LRUs

The Contractor shall provide one (1) set of spare modules consisting of selected modules, circuit card assemblies and sub-assemblies that have been associated with most in-service failures and/or out-of-tolerance conditions. These modules shall be shipped with the equipment. One set of spare modules shall be adequate to sustain the equipment for two years without replenishment, under normal operating conditions. These components are necessary to allow maintenance of the complete systems, consistent with organization-level repair and Built-In Test (BIT) equipment capabilities, to ensure the highest level of system availability. All organization-level maintenance will be performed IAW the applicable technical manuals. Required repair and maintenance activities beyond the capability of organization-level maintenance will be performed at the Contractor's factory or designated repair facility (depot).

5.4. SITE LEVEL SPECIAL TOOLS AND TEST EQUIPMENT

The Contractor shall provide one (1) set of the necessary test equipment consistent with the maintenance concept and level of repair supported by equipment design.

5.5 SHIPMENT OF SPARES

The spare parts shall be packaged for shipment to the same level of integrity as the complete system and shall be shipped concurrent with the equipment. A copy of all spare parts and test equipment listings shall be packed with the spares and test equipment. The spare parts and test equipment lists shall contain, at minimum, the following information for each item:

Quantity	Unit of measure
Part number	Description
Unit price	Extended price
Serial Number	

6.0 SITE SURVEY

The Contractor shall conduct a detailed Site Survey at the Polish Naval Airbase near Gdynia within sixty (60) months after contract award. The Contractor shall work and collaborate with the Polish Navy to determine any site restrictions and constraints, and identify optimum location for the fixed-base NDB with MB. There is

legacy navigational aid equipment presently located at the Naval Airbase. Site location shall take account of potential mutual interference. The Contractor, working in conjunction with the Polish Navy, shall identify the location for the fixed-base NDB with MB, and shall provide a Site Survey Report that documents agreement between the Contractor and Polish Navy concerning system's deployment location, and all site preparation activities to be performed by the Polish Navy (including power, communications, hard surface pads, etc). The Site Survey Report shall be completed within 15 calendar days after the completion of the site survey. (MISC-81381/T=Site Survey (SSR))

7.0 TESTING AND INSTALLATION

7.1 TESTING. All equipment, including spare parts and spare modules, shall be tested at the Contractor's factory, or designated facility, using Contractor Factory Acceptance Test (FAT) procedures. The Contractor shall use best commercial practices, on all prime mission equipment, components and spare modules before test and shipment. The local Defense Contract Management Agency (DCMA) office shall be allowed to observe testing, and shall be notified of the time and place of FAT at least 14 days prior to testing. The Contractor shall make internal test data, related to all equipment available to the USG for inspection at the Contractor's facility. When the FAT is successfully completed, the Contractor shall contact the designated Polish Freight Forwarder for pick up at source. (DI-NDTI-80809B/T=FAT)

7.2 Installation. The Contractor shall provide installation oversight for the fixed-base NDB with MB and the fixed-base MB. The Contractor shall provide general (non-site specific) MB installation instructions and requirements for the Polish Armed Forces to prepare for installation prior to the arrival of the Contractor's technician. It is estimated this support will require a total of ten (10) working days to complete all sites. Installation oversight shall begin only after site preparation is completed and equipment is on site. The Contractor will coordinate with the US Government for the actual start date. The Contractor will coordinate with the U.S. Government for the actual installation start date after sight preparations are complete.

8.0 TECHNICAL ASSISTANCE FOR COMMISSIONING FLIGHT INSPECTION

The Contractor shall provide technical assistance to support initial Commissioning Flight Commissioning of the one (1) fixed-base NDB with MB and the four (4) fixed-base MB. The Contractor shall make adjustments required for commissioning. It is estimated this support will require a total of ten (10) working days to complete all sites. While flight commissioning is expected to begin soon after the final installation is completed, the Contractor will coordinate with the US Government for the actual start date.

9.0 MANUALS

9.1 MANUALS. The Contractor shall deliver two (2) sets of technical manuals with the equipment. These technical manuals shall be packed and shipped with the system. The technical manuals shall include equipment operation, maintenance, repair and spare parts information. The technical manuals shall include Illustrated Parts Breakdowns (IPB) for every major component of the system, consistent with organization level repair. The technical manuals shall be of a type and technical quality normally supplied to a customer who intends to do field-level component repair. The manuals shall be in the English language. (DI-TMSS-80527A/T COTS Manuals)

9.2 MANUALS IN POLISH (OPTION). The portable NDBs with MBs manuals shall be in English and Polish. (DI-TMSS-80527A/T COTS Manuals)

10.0 SCHEDULES

The Contractor shall develop and maintain program schedule(s) to include but not limited to: describing planning and status for production, testing, shipment, Polish site preparation activities, Contractor country visits, installation, checkout, and other critical program activities. (DI-MISC-81183A/T=IMS)

11.0 MEETINGS

11.1 Post-Award Conference. The Contractor shall host a Post Award Conference at the Contractor's facility approximately one (1) month following award of contract. The Contractor and USAF Program Manager shall jointly develop the agenda.

11.2 Program Management Review (PMR). A PMR (estimate 2 days) will be conducted in Poland approximately no later than ten (10) months after the completion the site survey. The USAF Program Manager will coordinate and attempt to schedule this PMR in conjunction with other in-country activities. This PMR shall address issues such as, but not limited to, schedules, Site Survey results, production status, export license status (as applicable), shipping and installation/checkout. US Air Force Program Manager shall record and publish PMR minutes, to include: listing of attendees, summary of issues discussed, and action items developed.

12.0 TRAINING.

The contractor shall provide one training session (for planning purposes 2 days) for a minimum of 3 Polish personnel (in English) for the localization of module failures and warranty exercise for the portable NDB/MB in Poland. It is expected that this training will be conduct by the same technicians used for contractor installation oversight or flight certification assistance.

13.0 SHIPMENT

The Contractor shall use best commercial practices to package and mark the equipment for shipment by sea. The Contractor shall coordinate with the designated Polish freight forwarder to pick up the equipment at source. The Contractor shall comply with any and all shipment and export procedures and licensing restrictions of the US Government. The Contractor shall notify the Contracting Officer and USAF Program Manager no later than three (3) business days prior to shipment, or intent to ship. The Contractor shall consolidate the shipments into the fewest practical number of containers and the fewest practical number of actual shipments, consistent with integrity of the end items. The Contractor shall include a copy of the items being shipped, e.g., listing of components, spare parts, documents, test equipment, etc., with the shipping documents for inventory purposes.

For planning purposes, 32 days for sea transit and 10 days to move the equipment from the Polish port of entry to its final destination shall be used from the pick up date by the freight forwarder.

The Contractor shall include the following information in a prominent manner on the container shipping labels and invoices:

a. Label Instructions: Each container shall be labeled with the following (FMS Case PL-D-QAC) information:

Ministry of National Defense Articles
Contract No. F19628-04-X-XXXX
FMS Case PL-D-QAC
LOA Case Item 003
Communication Electronic Equipment

b. Ship To Address:

Air Cargo Poland
ul. Wirazowa 35
02-158 Warsaw
Poland
Attn: Marcin Krzak
Tel. +48 (22) 606 88 90

c. Mark For Address:

Armed Forces Procurement Department
Ministry of Defense
Ul. Filtrowa 2/4
00-911 Warsaw, Poland

Att. Mr. Janusz Goczynski
tel. +48 22 68 74 649
fax. +48 22 68 74 585
E-mail oozdysz@wp.mil.pl <<mailto:oozdysz@wp.mil.pl>>

Attachment 3

System Requirements Document

Non Directional Beacons (NDB)

Poland FMS Case PL-D-QAC

14 April 2004

Overview and Basic Requirements

Two types of NDBs are required to meet the needs of this effort. (1) A fixed NDB will be required that will be collocated with a marker beacon (being procured under this action) and a VHF/UHF transceiver (procured under a separate action and not part of this effort) to support operations of the Polish Navy. (2) Four transportable NDBs are required that will be used with transportable marker beacons (being procured under this effort) to support operations of the Polish Land Forces. No individual element of the transportable system shall exceed the limits of a two-person lift. All systems must be compliant with the specifications and recommendations of ICAO Annex 10, Vol. 1, Part 1, Section 3.4. Equipment must be produced in an ISO 9001 facility.

Detailed Requirements Fixed Unit

- **Frequency Range:** 190-535 kHz, synthesized (field programmable)
- **Power Output:** 100 watts
- **Type of Emission:** NON, A2A, A3E
- **Modulation:** Switching modulator/regulator, 0-95%, internal 400 or 1020 Hz
- **Noise and Hum Level:** > 40 dB below 100 watt carrier.
- **Input Power:** 115/230V +/-15%, single phase 50 - 60 Hz. or optional 24VDC or both with switch over to batteries. Nominal input power is 180W at 100W carrier and keying at 95% modulation.
- **Metering:** Power output, reflected power, PA voltage, PA current, percent modulation, audio input level.
- **Working Conditions:** Continuous unattended operation, -50°to +70°C, 0-100% humidity.
- **Monitoring:** Remote maintenance and monitoring capability is required. Automatic shutdown if tone, modulation, power or VSWR drift beyond an adjustable level. A shutdown signal initiates a transfer from the primary transmitter to the secondary transmitter.
- **Ground Counterpoise:** 1500 feet of #10 bare solid copper wire.
- **Obstruction Lighting Kit System for Symmetrical "T" Antenna Supports:** Conduit, wire, 2 dual red obstruction light fixtures and mounting hardware. Input power supplied from 115 VAC acceptable, but 240 VAC preferred.

Attachment 3

- **Antenna Anti-Ice Insulator System (fixed unit only):** Comprising four overhead insulators, one downlead insulator, control circuits, wiring, conduit and all associated hardware. Suitable for mounting on tower supports up to 60 feet AGL. Input power supplied from 115 VAC acceptable, but 240 VAC preferred.
- **Antenna Support Towers:** Two 60-foot towers capable of supporting the symmetrical antenna with associated guy lines, anchors, grounding rods, and other required hardware.

Detailed Requirements Transportable NDB Unit

- **Frequency Range:** 190 - 1250 kHz. Synthesized (field programmable)
- **Power Output:** 10 to 100 watts (adjustable)
- **Type of Emission:** A0/A2, A3, A0/A2/A3.
- **Modulation:** Keyed 400 or 1020 Hz tone, Morse Code of four or more letters or numerals, and or voice modulation 0 - 100%.
- **Bandwidth:** 800 or 2040 Hz depending on tone frequency. Up to 6000 Hz for voice.
- **Harmonic Distortion:** Harmonics from 190 kHz to 700 kHz carrier frequency are less than -50 dB. Harmonics from 700 kHz to 1250 kHz carrier frequency are less than -40 dB.
- **Input Power:** 12VDC or optionally 115/230V +/-20%, single phase 50 - 60 Hz or both with switch over to batteries. 375 watts maximum.
- **Metering:** Output watts, antenna RF current, tuning, emitter current in final stage.
- **Working Conditions:** Continuous unattended operation, -50° to +70°C, 0-100% humidity.
- **Circuit Protection:** Zener protection on final amplifier transistors, fuses for each final, fuses in low and high voltage DC lines, circuit breaker in DC line, low voltage cutout, lightning protection in antenna coupler.
- **Automatic Shutdown:** Transmitter shuts down with loss of tone or continuous tone, extreme signal distortion, or when power falls below a user preset value.
- **Antenna:** Portable, full range, low/medium frequency guyed monopole mast antenna, designed to enable one person to assemble and erect this antenna with minimal effort. A properly erected antenna shall be capable of withstanding winds of up to 60 kts.
- **Self Contained Operation:** Operates autonomously with a battery pack (operating time will be in excess of one hour at 100 watts, two hours at 50 watts and four hours at 25 watts on a single battery pack). Batteries will charge automatically when system is connected to line current (commercial or generator).

Attachment 3

System Requirements Document

Marker Beacon

Poland FMS Case PL-D-QAC

Overview and Basic Requirements

Two types of Marker Beacons are required to meet the needs of this effort. A fixed marker beacon will be required that will be collocated with a nondirectional beacon (NDB) (being procured under this action) and a VHF/UHF transceiver (procured under a separate action and not part of this effort) to support operations of the Polish Navy. Four units of transportable marker beacons are required that will be used with transportable NDBs (being procured under this effort) to support operations of the Polish Land Forces. No individual element of the transportable system shall exceed the limits of a two-person lift. All systems must be compliant with the specifications and recommendations of ICAO Annex 10. Equipment must be produced in an ISO 9001 facility.

Detailed Requirements

- **Operating frequency:** 75 MHz
- **Power output:** adjustable up to 2.5 W
- **Keying:** Selectable for outer, middle and inner marker (400, 1300, 3000Hz)
- **Input voltage:** For the fixed unit, 110-240 VAC, 50-60 Hz. For the transportable unit, operations shall be from 110-240 VAC, 50-60 Hz or battery.
- **Battery Back-up:** No break (uninterruptible power supply—UPS), automatic back-up in case of loss of primary (AC) power. Battery back-up units shall automatically recharge when provided with 110-240 VAC, 50-60 Hz input.
- **Built-in measuring equipment:** Monitor key parameters
- **Remote Maintenance and monitoring:** Reporting function to identify failures or out of tolerance conditions to designated location
- **Operating conditions:** -50 C to + 70 C, relative humidity 0-100%
- **Wind resistance:** Installed (fixed) antenna able to withstand 100 kts. Transportable antenna system equal or superior to wind resistance of the transportable NDB antenna.
- **Antenna:** Middle marker, single yagi. For the fixed site the antenna shall include all support structures and connections to the electronics. The fixed site shall also include obstruction lighting as applicable. For the transportable units, the antenna shall be provided with a support structure that is easily erected and disassembled. The transportable antenna shall be able to be stowed for transport with other equipment or be provided with its own transport case. The minimum acceptable design would be an antenna that can be temporarily affixed (e.g., clamped) to a support structure.

Attachment 3

System Requirements

Navigation Aids Shelter

Poland FMS Case PL-D-QAC

Overview and Basic Requirements

The shelters (minimum 8 x 8 x 8 ft) shall be capable of supporting both Marker Beacon and Non Directional Beacon equipment and their associated battery back-up equipment. The shelters shall be designed to provide safety and security for the equipment as well as provide a reasonable comfort level for maintenance actions that might be required. The preferred construction of the shelters shall be sandwich construction with extruded polystyrene core and sheet steel skins. The steel frame constitutes the base of the shelter. The shelter shall be placed on a concrete pad provided by the PAADF or Polish Navy, as applicable. Forklift or crane handling shall be possible. The shelter will provide power and a minimum of two (2) antenna ports (NDB and MB) through the wall with possibility to provide additional openings as defined in a site survey (e.g., support for obstruction lighting). The shelter shall be provided with paint scheme in accordance with the requirements defined by the PAADF or Polish Navy, as applicable. Shelters shall have an expected service life of 15 years and shall be capable of withstanding winds up to 75 kts. Equipment must be produced in an ISO 9001 facility.

Required Equipment

- Power distribution box including surge voltage protection, residual current circuit breakers with over current and short circuit protection
- Power supply selector switch
- Electric installation in cable trays
- Minimum 4 duplex receptacles
- Minimum 2 fluorescent light fixtures
- One (1) exterior light adjacent to the door
- Ground rod (supplied if not part of site preparation)
- Support for obstruction light supplied with equipment (NDB or MB) supplying 115 VAC, if required
- Support for anti-icing equipment supplied with equipment (NDB or MB) supplying 115 VAC, if required
- Air conditioner (e.g., 2 kW cooling power, split, with whole year activity function and with thermostat and outdoor grate)
- Exhaust fan (e.g., 1400 m³ /h and Intake Damper with indoor and outdoors thermostats. 2 hoods)
- Heater (sized to accommodate the space with the installed equipment)
- Mounting support for both NDB and MB equipment
- Batteries to support the battery back-up requirements for both the NDB and MB in accordance with each system's requirements

Attachment 3

- Workbench, stool and storage cabinet
- Door with lock
- Anti-electrostatic lining

Optional environmental (alarm) installation with:

- Alarm panel
- Smoke detector
- Inside temperature sensor
- Water detector
- Radio pilot switch
- Obstruction lights sensor

All alarm functions capable of being reported remotely on a communication medium to be defined by the PAADF or Polish Navy, as applicable.

Attachment 4

Non_Directional Beacon (NDB) and Marker Beacon (MB) Logistics Support Concept

14 April 2004

General Information. The following concept proposes the use of two levels of maintenance for the Poland Armed Forces: (1) Field level (also known as organization level); and (2) Depot level. Two years of equipment warranty (standard 1-year commercial warranty, and additional 1 year extended commercial warranty) with sufficient on-hand replacement modules and site/operating spares for the first 2 years of normal use will be used to support the initial deployment.

1. Field Level Maintenance

a. Field level repair and maintenance is defined as diagnosing and isolating system failures to the line replaceable unit (LRU) and replacement of same with a site/operating spare, circuit card assembly (CCA) or module. Component-level repair of LRUs at the field level will not be done. The troubleshooting methods and procedures outlined in the equipment instruction manuals will be followed in diagnosing and localizing the problem to the specific LRU causing the equipment malfunction. Any realignment of system settings and adjustments will be accomplished at the site by following alignment procedures outlined in the equipment instruction manuals.

b. Field technicians assigned to maintain the equipment at the various sites must possess the technical expertise; experience and training necessary to understand and to follow the procedures outlined in the equipment instruction manuals.

c. A quantity of site/operating spares will be deployed with each NDB and MB sufficient to support/sustain on-site type operations without replenishment for two years under normal operations. The site/operating spares includes consumable parts, such as fuses, lamps, and so forth.

2. Central Supply Point Spare Modules.

a. A quantity of modules/CCA will be on-hand sufficient to support/sustain two years of normal operations without replenishment at a central supply point to be determined in Poland.

b. The modules will be stocked/retained at the central supply point to allow rapid/immediate availability to support replacement of failed modules or circuit cards received from the operating sites. When a failure occurs at a site, the failed module will be isolated and removed and sent to the central supply location for disposition. Replacement modules will be pulled from this "rotable pool" of spares and sent to site to repair the NDB or MB. Limited organizational maintenance (i.e., minor repairs) may be performed at the central supply location, in accordance with technical manuals.

3. Depot Level Maintenance. Failed items not repairable at the central supply point will be sent to the manufacturer's designated facility, and be tested, repaired, and returned to the central supply point to be incorporated into the "rotable pool".

4. Warranties. An initial standard commercial warranty will be used to cover the first year of operations. The warranty will begin when the equipment is placed in service at the completion of installation and checkout. The will be additional year of extended warranty for a total of two years of warranty coverage. The procedures for acquiring repairs for failures not covered by the warranty should be provided by the manufacturer.

5. Technical Data. Standard Commercial off-the-Shelf (COTS) operation and maintenance manuals will be delivered with each NDB and MB.

Attachment 5

Instruction for Proposal Preparation (IFPP)

14 April 2004

1. Offerors must provide a comprehensive proposal for four (4) mobile NDB with MBs, one (1) fixed-base NDB/MB, five (5) navigation aids shelters, and four (4) fixed-base MB. There are three general categories of selection criteria for the Poland FMS Case PL-D-QAC Source Selection: (1) Past Performance; (2) Mission Capability; and (3) Price.

2. Instructions - Past Performance:

As part of the source selection, the Government will evaluate the offerors relevant past performance to establish a level of confidence in the offeror's ability to successfully perform the activities required under this contract. Offerors shall identify past performance that is relevant to the NDB/MB equipment that they propose to deliver under this contract. Offerors may identify up to five (5) instances of relevant past performance. For each instance of relevant past performance that the offeror identifies, the offeror shall provide the following information:

- a. a description of the products and/or services that the offeror provided. Where possible, this description should address the proven field usage of the relevant equipment (e.g., the NDB/MB)
- b. the name, address, and phone number of the Government Contracting Officer (or if it was a commercial sale, the name, address, and phone number of the business point of contract of the Buying organization)
- c. the name address, and phone number of the current Government Program Manager (or if it was a commercial sale, the name, address, and phone number of the technical point of contact of the Buying organization)
- d. the contract number
- e. the period of performance of the contract
- f. the name, address, and phone number of the Government Administrative Contracting Officer (ACO) who has cognizance over the offeror
- g. whether the relevant past performance was based on the offeror's efforts as a prime contractor or as a subcontractor
- h. if the relevant past performance was based on the offeror's efforts as a prime contractor, then identify and describe any major portions of the effort that were subcontracted. For any portions previously subcontracted, please identify whether the offeror employed the same subcontractor for the same or similar effort proposed under this procurement. If the subcontractor proposed for this procurement is not part of the selected past performance, please describe recent prior efforts with the selected subcontractor.
- i. if the relevant past performance was based on the offeror's efforts as a subcontractor, then identify the business and technical points of contract for the prime contractor, and also identify the business (e.g., Government Contracting Officer) and technical (e.g., Government Program Manager) of the end user of the products and/or services.

In addition to the relevant Past Performance information that the offeror provides with his proposal, the Government may also obtain and evaluate past performance information obtained through Contractor Performance Assessment Reporting System (CPARS) documents, questionnaires, Defense Contract Management Agency, interviews with program managers and contracting officials, and/or other sources known to the Government.

3. Instructions - Mission Capability:

Attachment 5

Description of Equipment and Services. Offerors shall establish that the proposed equipment items and services are designed to meet all requirements of the solicitation; in this regard, the Offeror shall provide:

- a. System Specification(s) of the equipment being proposed
- b. Proposed strategies/approaches addressing:
 - i. Reliability/Quality Assurance processes (Identification of ISO 9000/9001 certification as a minimum)
 - ii. Factory Acceptance Test (FAT) (Provide a copy of procedures, sample report or equivalent documents for the NDB and MB.)
 - iii. Site Survey Report (Draft outline, Table of Contents, or similar description, and proposed mechanisms to enhance compliance of the Polish performed and contracted civil works with recommendations and requirements)
 - iv. Technical Oversight for installation, check-out and flight certification
- c. Copy of NDB/MB installation and check out procedures
- d. A list of consumables, spare parts, and spare modules to support the NDB/MB systems for a period of 2 years without replenishment. The list shall include part descriptions, part numbers, quantity, and Unit Identification (U/I), and unit price. Selection of the types and quantities of spares to be provided shall be justified by operational experience and/or analysis
- e. A list describing the necessary test equipment consistent with the maintenance concept and level of repair supported by equipment design
- f. The Contractor shall provide a listing of the proposed Site Level Special Tools and Test Equipment. The list shall include part descriptions, part numbers, quantity, and Unit Identification (U/I), and unit price
- g. Warranty and detailed warranty procedures
- h. Items 3d through 3g will be part of the final contract.

Program Schedule. Offerors shall propose a comprehensive Integrated Master Schedule (IMS) identifying/addressing all key activities supporting the solicitation's requirements. Key activities shall include, but not be limited to, the following: kick-off and program management review meetings; site surveys; schedule of USG and/or Poland required actions; deliveries of prime mission equipment and/or services; licensing and export permits; site preparation; subcontractor involvement (as applicable); system installation, site acceptance testing, commissioning flight test(s) assistance; warranty coverage; CDRL submissions; and any other critical program elements, as appropriate.

4. Instructions - Price Proposal:

- a. The Offeror must propose prices for all CLINs (except where "NSP" is appropriate)..
- b. Prices should be proposed at the CLIN levels. The Government reserves the right to request additional pricing information in accordance with FAR Part 12. In order for the government to perform price analysis, the offeror should provide pricing information for sales of similar systems within the last three (3) years.

5. Instructions - Additional Requirements for Proposal Submission: Offerors must submit the following as their proposal. Failure to submit the following will result in rejection of the proposal:

- a. Technical Proposal (see above, includes schedule)
- b. Past Performance (see above)
- c. Price Proposal (see above).
- d. Completed copy of Solicitation for Commercial Items, Standard Form 1449.

Attachment 5

e. Completed Representations and Certifications (see provision section of solicitation).

6. Instructions for Completing the Model Contract:

- a. Standard Form 1449, "Solicitation/Contract/Order For Commercial Items" (fill in Blocks 30a, 30b, and 30c).
- b. In the "Supplies or Services" Section of the contract:
 - (1) For each CLIN (Contract Line Item Number) that has a "QTY" (Quantity) of "1" (except as set forth in subparagraphs "c" and "d" below), the Offeror shall insert the price of that CLIN under both "Unit Price" and "Total Item Amount" of that CLIN (i.e., the Offeror shall insert the same number on both lines).
 - (2) For each CLIN that has a "QTY" that is greater than 1 (e.g., CLINs 0002, 0003, and 0007), the Offeror shall insert the price of 1 unit on the line for "Unit Price", and the Offeror shall insert the total price for all units under that CLIN on the line for "Total Item Amount".
 - (3) For each CLIN (e.g., CLINs 0008) that is Not Separately Priced (i.e., the price of that CLIN is included within the price of another CLIN), the Offeror shall insert "NSP" on the line for "Unit Price" and also on the line for "Total Item Amount".
 - (4) For each Option CLIN (e.g., CLINs 0010), under "Descriptive Data" the Offeror shall fill-in the requested information, such as the Unit Price.
- c. Schedule Section G – Contract Administration Data
 - (1) Offerors shall provide the name and contact information for their transportation officer.
 - (2) Offerors shall provide the requested information on their remittance address.
 - (3) Offerors shall provide their Taxpayer Identification Number.
- d. The Offeror's proposal shall be in accordance with the Provision at FAR 52.212-1 entitled "Instructions to Offerors – Commercial Items (Jan 2004)" which is incorporated into this solicitation by reference. However, under Paragraph (g) "Contract Award", the first three sentences are deleted in their entirety and are replaced with: "As part of the process to evaluate offers and award a contract, the Government intends to conduct discussions with offerors who are in the competitive range."
- e. The Provision at FAR 52.212-3 entitled "Offeror Representations and Certifications – Commercial Items (Jan 2004), with its Alternate I (dated April 2002), is included in this solicitation. Offerors shall complete and return these Representations and Certifications with their proposal.
- f. The Offeror shall submit a Small Business Subcontracting Plan that is in accordance with the requirements of the clauses at FAR 52.219-8 entitled "Utilization of Small Business Concerns (Oct 2000)" and 52.219-9 entitled "Small Business Subcontracting Plan (Jan 2002)", both of these clauses are incorporated by reference into this solicitation and also into the resultant contract. Failure to submit an acceptable Small Business Subcontract Plan shall make the offeror ineligible for award. The Small Business Subcontracting Plan will be a material part of the contract that is awarded, and the approved Small Business Subcontracting Plan shall be cited in the Contract Section J List of Attachments.
- e. The offeror may propose an alternative delivery date for the Navigation Aids Shelters on Option CLIN 0003.

7. Offeror may propose modifications to the SOW, CDRLs, CLIN structure or delivery dates.

8. Proposal Submission Deadline: Offerors shall submit three (3) hard copies and one (1) electronic copy of each proposal to the following address not later than 12:00 Noon Eastern Standard Time on 21 May 2004:

Attachment 5

ESC/GAK
ATTN: Mr. John Wilder, Contracting Officer
75 VANDENBERG DRIVE (BLDG 1630, Second Floor)
HANSCOM AFB MA 01731-2103

Attachment 6

EVALUATION FACTORS FOR AWARD

14 April 2004

1. Introduction. This section outlines the evaluation criteria the Government will consider in evaluating the Offeror's capabilities and proposals for contract award in support of FMS Case PL-D-QAC. The evaluation criteria are intended to better define the scope of evaluation to be performed. Instruction for Proposal Preparation (IFPP) of the RFP, defines the proposal elements and data required from each offeror for this evaluation. For a proposal to result in an awardable contract it must at least meet all minimum technical requirements, conform to all required terms and conditions, and include all required certifications.
2. Basis for Contract Award. This is a competitive Source Selection conducted in accordance with AFFARS 5315, Best Value methodology. Award will be made to the offeror whose proposal conforms to the solicitation's requirements and is judged, based on the evaluation factors (past performance, mission capability and price) and subfactors, to provide the best overall value to the Government.
3. Past Performance Area. Past Performance evaluation is accomplished through assignment of a confidence rating based on assessing performance risk. The six (6) Past Performance ratings are set forth in AFFARS Table 5315-2. The main purpose of the Past Performance evaluation is to appropriately consider each offeror's demonstrated record of contract compliance in supplying products and services that meet the customer's needs, including cost and schedule. This is accomplished by reviewing aspects of the offeror's relevant Past Performance, focusing on and targeting performance which is relevant to the Mission Capability subfactors, and cost and price.
4. Mission Capability Area. Ratings will focus on the offeror's proposal strengths, proposal inadequacies and/or deficiencies. Mission Capability will be evaluated using the color ratings that are set forth in AFFARS 5315.305 (a) (3) (A) and Table 5315-3.
 - a. Evaluation Factors. The Mission Capability area will be evaluated on the following 6 factors:
 - (1) Reliability Assurance processes
 - (2) Factory Acceptance Test (FAT) Procedures or equivalent Quality Control Document for NDBs and MBs
 - (3) Site Survey Report
 - (4) Technical Oversight for installation, check-out and flight certification
 - (5) Warranty and warranty procedures
 - (6) Program Schedule
 - b. Threshold Performance Requirements, as defined in AFFARS 5315.001, are identified in the Statements of Work, the System Requirements Documents, and the CDRL Exhibits that are attached to the Model Contract as part of this solicitation. Any features or technical offerings that enhance the contract deliverables will be considered in the Best Value determination.
 - c. Description of Equipment and Services. An evaluation will be made of the Offeror's proposed equipment items, warranties and warranty procedures, extended warranties, and key services. The pass-fail criteria shall be based on the Offeror's compliance with ICAO Annex 10, the Statement of Work, Contract Data Requirements List (CDRL) and the Systems Requirements Document.
 - d. Program Schedule. The Offeror's proposed Program Schedule will be evaluated to determine the completeness, reasonableness, and realism in identifying and executing the processes and tasks

Attachment 6

required to complete the effort in an orderly and timely manner. The evaluation criteria shall include the following: Site survey of the NDB/MB installation sites; schedule of activities required of the United States Government; schedule of activities required of the Government of Poland; delivery of prime mission equipment, test equipment, and spares to operational sites; site preparation activities; proposed subcontractor activities; installation and checkout and certification activities; warranty coverage; options for extended warranty coverage; and CDRL submissions.

5. Price Area. The offeror's proposed price will be evaluated for price reasonableness, to include the price for each option at the maximum quantity for each option.

6. Order of Importance of Evaluation Factors. Past Performance is more important than Mission Capability, and Mission Capability is more important than Price. Past Performance and Mission Capability together are significantly more important than price.

Attachment 7

WARRANTY

Offeror's commercial warranty

Attachment 8

**SPARE PARTS/MODULES LIST,
SITE OPERATIONAL CONSUMABLE SPARES LIST,
AND SITE LEVEL SPECIAL TOOLS AND TEST EQUIPMENT LIST
(PLACE HOLDER)**

Attachment 9

**SMALL BUSINESS SUBCONTRACTING PLAN
(PLACE HOLDER)**

ATTACHMENT 10

PAYMENT PLAN

CLIN	Payment Amount	Contract Plan Payment Description	Poland FMS Case PL-D-QAC Evidence of Completion	Target Date
1	100%	Fixed-Base NDB with Marker Beacon	Delivery to Freight Forwarder	12 MARO
2	100%	Fixed-Base Marker Beacon (MB)	Delivery to Freight Forwarder	12 MARO
3	100%	Navigation Aids Equipment Shelter	Delivery to Freight Forwarder	12 MARO
4	100%	Site Survey for Fixed Based NDB/MB	Acceptance of Survey Report	90 DARO
5	100%	Contractor Oversight for Installation/Checkout	Completion of Installation/Checkout	15 MARO
6	100%	Technical Assistance (Initial Flight Certification)	Successful Commissioning	15 MARO
7	100%	Portable NDB with Marker Beacon	Delivery to Freight Forwarder	12 MARO
8	100%	Data	NSP	NA
9	100%	Extended Commercial Warranties	Beginning of Warranty Period	20 MARO
10	100%	Operator/Maintenance Manuals in Polish (Option)	Receipt of Manuals	When Exercised
11	100%	Maintenance Training	Completion of Training	17 MARO
12	100%	Post Award Conference	Completion of Meeting	60 DARO
13	100%	In-Country Program Management Review	Completion of Meeting	14 MARO

NO OTHER FINANCING IS CONTEMPLATED

1. FAR 52.212-01 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (Jan 2004)

Incorporated by Reference

2. FAR 52.212-02 EVALUATION--COMMERCIAL ITEMS (Jan 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers: Past Performance, Mission Capability, and Price.

Past Performance is more important than Mission Capability and Mission Capability is more important than Price.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. [Contracting Officer state, in accordance with FAR 15.304, the relative importance of all other evaluation factors, when combined, when compared to price.]

3. FAR 52.212-03 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (Jan 2004) , Alternate I , (Apr 2002)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern" -

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN:

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name:

TIN:

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a woman-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees Average Annual Gross Revenues

<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged business participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It [] is, [] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [] has, [] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: .]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: .] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It [] has, [] has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [] has, [] has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Parts 60-1 and 60-2), or

(ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

LINE ITEM NO COUNTRY OF ORIGIN

___ List line item numbers and country of origin as applicable.

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g).

(1) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are FTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act--Balance of Payments Program":

FTA Country or Israeli End Products

LINE ITEM NO COUNTRY OF ORIGIN

___ Insert line item numbers and country of origin, as applicable

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act--Balance of Payments Program." The

offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

LINE ITEM NO COUNTRY OF ORIGIN

___ Insert line item numbers and country of origin, as applicable.

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)

(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian End Products

Line Item No.:

[List as necessary]

(3) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products

Line Item No.: Country of Origin:

___ [List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled ``Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or FTA country end products.

Other End Products

Line Item No.: Country of Origin:

___ [List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). (The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).

(1) Listed end products.

none

none

(2) Certification. If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.

(i) ☐ The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) ☐ The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

Alternate I (Apr 2002). As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) [The offeror shall check the category in which its ownership falls]:

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

4. DFARS 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (Mar 1998)

(a) Definitions. As used in this provision-

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) Prohibition on award. In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) Disclosure. If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include--

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each Government.

5. DFARS 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-- COMMERCIAL ITEMS (Nov 1995)

(a) Definitions. As used in this clause--

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation. The Offeror represents that it--

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.